

NO. _____

MARIA ESTHER MENDEZ,	§	IN THE DISTRICT COURT
DIANA LETICIA ARMENDARIZ,	§	
MARIA DEL ROSARIO LEOS,	§	
ENEDINA ALCANTAR,	§	
ANA OLIVA CALDERON,	§	
MARIA ALMA JULIETA BUENO, AND	§	
BARBARA JEAN FLORES,	§	
PLAINTIFFS	§	_____ JUDICIAL DISTRICT
	§	
VS.	§	
	§	
	§	
	§	
DOCUMENTS AND MORE, INC.	§	
DEFENDANT	§	HIDALGO COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Maria Esther Mendez, Diana Leticia Armendariz, Maria Del Rosario Leos, Enedina Alcantar, Ana Olivia Calderon, Maria Alma Julieta Bueno, and Barbara Jean Flores, (“Plaintiffs”), complaining of Documents and More, Inc. (“Defendant”) and for cause of action would respectfully show:

INTRODUCTION

1. This is a lawsuit seeking money damages and restitution from Defendant, a document preparation company that targets South Texas residents unable to afford the services of licensed attorneys. Plaintiffs are seven low-income residents of Hidalgo County who relied upon Defendant’s misrepresentations and paid Defendant for divorce pleadings. At the time of filing this lawsuit, Plaintiffs have paid a total of \$3701.00 for which restitution is requested. Plaintiffs bring this suit to recover the money they paid, consequential damages and exemplary damages.

DISCOVERY CONTROL PLAN

2. Discovery will be conducted under Level 2 pursuant to Texas Rule of Civil Procedure 190.2.

PARTIES

3. Plaintiff Maria Esther Mendez, an individual, is a resident of Hidalgo County, Texas.
4. Plaintiff Diana Leticia Armendariz, an individual, is a resident of Hidalgo County, Texas.
5. Plaintiff Maria Del Rosario Leos, an individual, is a resident of Hidalgo County, Texas.
6. Plaintiff Enedina Alcantar, an individual, is a resident of Hidalgo County, Texas.
7. Plaintiff Ana Olivia Calderon, an individual, is a resident of Hidalgo County, Texas.
8. Plaintiff Maria Alma Julieta Bueno, an individual, is a resident of Hidalgo County, Texas.
9. Plaintiff Barbara Jean Flores, an individual, is a resident of Hidalgo County, Texas.
10. Defendant Documents and More, Inc. is a Texas corporation with a principal place of business at 1500 N. 10th St., McAllen, Hidalgo County, Texas, 78501, and may be served with process by serving its registered agent, Martin A. Wasserman, at that address.

11. “Defendant,” as well as Defendant’s full or abbreviated name or a pronoun referring to Defendant, means the Defendant, and where applicable, the Defendant’s agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the Defendant or under the Defendant’s control, whether directly or indirectly.

12. Defendant, which incorporated in April 2007, occupies the same office, uses the same phone number, employs the same staff, and maintains the client files of the now defunct document preparation company, We the People. We the People ceased to operate in Texas after the Supreme Court of Texas Unauthorized Practice of Law Committee obtained a Consent

Decree and Final Judgment in July 2004 enjoining it from engaging in certain activities constituting the practice of law. Upon information and belief, Documents and More, Inc., has assumed the business operations of, and is a successor in interest to, We the People.

JURISDICTION

13. Jurisdiction is proper pursuant to Article 5, Sections 1 and 8 of the Texas Constitution. *See also* Tex. Gov't Code §§ 24.007, 24.008. The Defendant in this matter is a Texas corporation organized and existing under the laws of the state of Texas.

VENUE

14. Venue is proper in Hidalgo County in that all or a substantial part of the events or omissions giving rise to the claims of the Plaintiffs occurred in Hidalgo County. *See* Tex. Civ. Prac. & Rem. Code § 15.002(a)(1) (West 2008). Hidalgo County is also the county of the Defendant's principal office in this state. *See* Tex. Civ. Prac. & Rem. Code § 15.002(a)(3) (West 2008).

GENERAL FACTUAL ALLEGATIONS

15. Defendant Documents and More, Inc., advertises itself as a provider of low-cost divorces, wills, and warranty deeds. Through its advertisements, Defendant purposely targets low-income South Texans desperately in need of a divorce who cannot immediately afford to hire an attorney. Although on information and belief, Defendant does not employ any attorneys licensed to practice law in the state of Texas, Defendant consistently crosses the line into conduct reserved for licensed attorneys by preparing legal documents and providing customers with legal advice. Defendant is statutorily barred from practicing law, which is defined as "the preparation of a pleading or other document incident to an action or special proceeding or the management of the action or proceeding on behalf of a client before a judge in court as well as a service rendered

out of court, including the giving of advice or the rendering of any service requiring the use of legal skill or knowledge, such as preparing a will, contract, or other instrument, the legal effect of which under the facts and conclusions involved must be carefully determined.” Tex. Gov’t Code Ann. § 81.101 (West 2008).

16. Defendant does not immediately inform customers that it does not employ licensed attorneys. On their initial visit to Defendant’s office, customers seeking a divorce complete a questionnaire, discuss their factual circumstances, and pay Defendant between \$349.00 and \$399.00 to procure divorce pleadings. Defendant’s employees advise customers about how the divorce process unfolds, and often give more specific legal advice about how customers should present the facts of their cases. Defendant also selects the remedies customers will seek in their divorces and advises customers about how and when to take future legal actions. Defendant then tells customers it will take several days for their documents to be prepared. When customers return a second time, Defendant gives them their completed divorce pleadings and instructions on how to file the documents in court. Even after filing, Defendant continues to foster the impression of an attorney-client relationship by requesting that customers provide it with copies of their filed pleadings or telling them to return for assistance with service of process.

17. In its conversations with divorce customers, Defendant attempts to simplify a complex legal process by providing incorrect legal advice or failing to notify customers of their legal rights. Even when customers are informed that no attorney is providing them with advice or representation, Defendant represents its services and products as a complete package and does not inform customers that further costs may be incurred later in the process or that the court might not accept the documents provided by Defendant. The misleading simplification of their

factual circumstances results in customers' reasonable belief that consultations with an attorney are unnecessary and they will get a divorce with Defendant's services.

18. From Defendant's representations, customers reasonably believe they will be divorced during their final hearing; instead, they learn from judges and court staff that Defendant's documents are faulty and they need to seek the services of an attorney. Customers who waited months – and sometimes years – to save for Defendant's fee must then struggle to pay an attorney because they need competent legal advice. Although prior customers have informed Defendant that its services and documents are ineffective, it continues to represent to new customers that it has success – and years of experience – with obtaining divorces.

SPECIFIC FACTUAL ALLEGATIONS

Maria Esther Mendez

19. Plaintiff Maria Esther Mendez (“Ms. Mendez”) saw Defendant's newspaper advertisement that marketed divorces for \$399. From both the advertisement and her initial call to Defendant to inquire about services, she reasonably believed the Defendant's employees were attorneys. She believed that in order to place an advertisement for divorces, a person would have to be a licensed attorney, and the advertisement did not clarify that the products and services included only document preparation. In or around March 2008, when Ms. Mendez visited Defendant's office, she was never informed she might need an attorney or that the court might not accept the documents.

20. Ms. Mendez then paid Defendant \$399 to assist her with the divorce process and to prepare pleadings that would allow her to get divorced.

21. During the document preparation process, Ms. Mendez presented her specific factual circumstances to Defendant and asked what she should do. Ms. Mendez told Defendant that

both she and her children were victims of domestic violence, and she did not want her husband to have visitation or joint custody of her children. Defendant told Ms. Mendez it was up to the judge and there was nothing they could do to prevent him from seeing the children, ages 3 and 6. Defendant proceeded to tell Ms. Mendez that after her divorce was finalized and if her husband did not see the children or provide any monetary support for a year, she then had a right to hire an attorney to terminate his rights. Defendant prepared a decree that provided for joint managing conservatorship with standard visitation for her husband, even though Ms. Mendez's factual allegations, if proved, would justify restricted visitation.

22. Defendant also failed to advise Ms. Mendez of her legal rights during the divorce process. Although Ms. Mendez and her husband have both community property and community debt, the divorce decree prepared by Defendant states that no community property exists.

23. Based on Defendant's representations, Ms. Mendez believed that the documents prepared by Defendant would allow her to get divorced and that she would not need to hire an attorney. When Ms. Mendez went to her hearing, the judge told her she needed an attorney to prepare her for the hearing.

24. Ms. Mendez has yet to obtain a divorce. Because of her lengthy dealings with Defendant, Ms. Mendez has suffered a great deal of stress and emotional turmoil. Upon referral to Texas RioGrande Legal Aid by the court, TRLA has placed her in the next Community Justice Program clinic to be matched with a volunteer attorney.

Diana Leticia Armendariz

25. Plaintiff Diana Leticia Armendariz ("Ms. Armendariz") first went to Defendant's office two years ago after seeing an advertisement in the phonebook that marketed inexpensive divorces. The sign outside read "We the People," and no one mentioned to Ms. Armendariz

whether the employees were attorneys or working under attorney supervision. Ms. Armendariz could not afford the entire fee at once, so she saved up money over two years.

26. In or around July 2008, Ms. Armendariz returned to Defendant's store at the same location and spoke with the same employees to whom she had spoken two years prior. Although Defendant told her they were no longer "We the People," it still had her file and offered her the same services. Defendant's employees told Ms. Armendariz they had experience and told her they were confident she would get a divorce; from these representations, Ms. Armendariz reasonably believed they were attorneys.

27. Ms. Armendariz then paid Defendant \$399 to assist her with the divorce process and to prepare pleadings that would allow her to get divorced.

28. During the document preparation process, Ms. Armendariz presented her specific factual circumstances to Defendant and asked what she should do. Ms. Armendariz told Defendant she was a victim of domestic violence, and she wanted her husband to have supervised visitation with their children because of his substance abuse. Instead, Defendant prepared a decree that granted her husband standard visitation, even though Ms. Armendariz's factual allegations, if proved, would justify restricted visitation.

29. Both times she visited their office, Ms. Armendariz told Defendant that after separating from her husband, she had a child with a different man. Defendant told her that this child did not need to be included in the divorce petition. Defendant also advised Ms. Armendariz that she should not mention that she had not received child support because the judge would not give her the divorce and told her to request child support only subsequent to the date she filed the petition.

30. Defendant also failed to advise Ms. Armendariz of her legal rights during the divorce process. Although there Ms. Armendariz and her husband have community property, the divorce decree prepared by Defendant states that no community property exists.

31. Prior to her hearing, the judge asked an attorney to explain the petition to her. After learning that she did not want standard visitation and that she had a third child, the judge told her she could not get divorced that day.

32. Ms. Armendariz returned to Defendant after the hearing, and Defendant's employees told her they could no longer provide assistance. They told her their preparation of her petition was correct and that she needed to hire an attorney. They also recommended she go to the library to conduct her own legal research, get forms from the library, and have someone help her complete them. This was the first time Defendant told Ms. Armendariz that she might need an attorney.

33. Ms. Armendariz has yet to obtain a divorce. Because of her lengthy dealings with Defendant, Ms. Mendez has suffered a great deal of stress and emotional turmoil. Texas RioGrande Legal Aid is in the process of reviewing her case.

Maria Del Rosario Leos

34. Plaintiff Maria Del Rosario Leos ("Ms. Leos") learned of Defendant from a friend. During her visit to its office in or around March 2008, Ms. Leos reasonably believe Defendant's employees were attorneys because they had countless divorce files, and Defendant did not state otherwise. Ms. Leos did not realize they were not attorneys until they had her sign her own documents.

35. From Defendant's representations, Ms. Leos thought they could help her get divorced for \$399. Since Ms. Leos had a friend who was not able to get divorced with the documents provided by Defendant, she questioned Defendant about their services. Defendant assured her

she would be divorced with the documents they provided. Ms. Leos then paid Defendant \$399 to assist her with the divorce process and to prepare pleadings that would allow her to get divorced.

36. During the document preparation process, Ms. Leos presented her specific factual circumstances to Defendant and asked what she should do. Although Ms. Leos told Defendant she did not want child support, Defendant told her that the court might not divorce her unless she requested child support.

37. Defendant also failed to advise Ms. Leos of her legal rights during the divorce process. Although Ms. Leos has a house she purchased during the marriage, Defendant did not ask her any details about the property, and the decree states that there is no community property.

38. Defendant failed to advise Ms. Leos that because of her income, she could file an affidavit of inability to pay, which would waive court costs. Instead, Ms. Leos paid an unnecessary \$276 in filing fees and \$75 for service of process.

39. When Ms. Leos went to her court hearing, the judge told her that her documents were not valid.

40. Ms. Leos has yet to obtain a divorce. Because of her lengthy dealings with Defendant, Ms. Mendez has suffered a great deal of stress and emotional turmoil. Upon referral to Texas RioGrande Legal Aid by the court, TRLA has placed her in the next Community Justice Program clinic to be matched with a volunteer attorney.

Enedina Alcantar

41. Plaintiff Enedina Alcantar (“Ms. Alcantar”) visited Defendant’s office after seeing an advertisement on television under its previous name of “We the People.” Based on this advertisement, she thought they were volunteer attorneys similar to legal aid. Defendant told her

they had a lot of experience and many years doing this type of work. She reasonably believed, based on Defendant's assurances, that she could be divorced within three months.

42. Ms. Alcantar saved for several months to accumulate the \$399 to pay for Defendant's services. In or around March 2008, when she returned to the office with the personal documents the Defendant had requested, the Defendant's name had changed to Documents and More, Inc., but she was told that it was just a different name and that the Defendant had eight years of experience assisting with divorces.

43. Ms. Alcantar then paid Defendant \$399 to assist her with the divorce process and to prepare pleadings that would allow her to get divorced.

44. During the document preparation process, Ms. Alcantar presented her specific factual circumstances to Defendant and asked what she should do. Defendant advised Ms. Alcantar that the judge might not agree with the petition since her daughter was living with her husband and normally the judge wants the children to move in with the mother.

45. Defendant failed to advise Ms. Alcantar that because of her income, she could file an affidavit of inability to pay, which would waive court costs. Instead, Ms. Alcantar paid an unnecessary \$218 in court costs and \$68 in sheriff's fees. The Defendant told her that these fees would cover three attempts at service, but court personnel told her that there would be an additional fee every time the sheriff attempted service.

46. Defendant prepared a petition that did not request retroactive child support, which jeopardizes Ms. Alcantar's receipt of public benefits on behalf of her children. Defendant then advised her to file with the Attorney General's office because child support could not be included in the divorce petition. When she did so, an employee of the Attorney General's office informed her that the divorce petition was incorrect. Ms. Alcantar then presented the Defendant

with a list of revisions given to her by the Attorney General's office and asked for them to be included in her petition; she was told she could hire an attorney if she could pay for one, but they would not modify the documents or provide her with a refund. Defendant also told Ms. Alcantar that her husband would lose regardless of whether she hired an attorney.

47. Defendant also failed to advise Ms. Alcantar of her legal rights during the divorce process. Although Ms. Alcantar and her husband have community property and community debt, the divorce decree states that no community property exists.

48. Because of her lengthy dealings with Defendant, Ms. Mendez has suffered a great deal of stress and emotional turmoil. Although Ms. Alcantar was granted a divorce, per Defendant's advice, the documents did not contain a request for retroactive child support. She has now waived her right to retroactive child support.

Ana Olivia Calderon

49. Plaintiff Ana Olivia Calderon ("Ms. Calderon") saw Defendant's advertisement in the paper offering assistance with legal services, including divorces. From the advertisement, Plaintiff reasonably believed Defendants were attorneys, and in or around October 2007, she visited Defendant's office. From Defendant's representations, Ms. Calderon believed she would be divorced within three months for a total of \$399. Defendant never told Ms. Calderon there was a possibility the court might not accept the documents or that she might later need an attorney.

50. Ms. Calderon then paid Defendant \$399 to assist her with the divorce process and to prepare pleadings that would allow her to get divorced.

51. During the document preparation process, Ms. Calderon presented her specific factual circumstances to Defendant and asked what she should do. At the time Defendant prepared Ms.

Calderon's documents, she and her spouse had a minor child, but the documents prepared by Defendant maintain that no child was born of the marriage.

52. Defendant failed to advise Ms. Calderon of her legal rights during the divorce process. Real property was also purchased during the marriage, but the decree prepared by Defendant states there is no community property.

53. Defendant failed to advise Ms. Calderon that because of her income, she could file an affidavit of inability to pay, which would waive court costs. Instead, Ms. Calderon paid an unnecessary \$271 in filing fees and service of process.

54. When she had her final hearing, Ms. Calderon expected she would be divorced that day. Instead, she was told by court staff that her documents were incomplete and she could not be divorced with those documents.

55. Because of her lengthy dealings with Defendant, Ms. Mendez has suffered a great deal of stress and emotional turmoil. Upon referral to Texas RioGrande Legal Aid by the court, TRLA revised Ms. Calderon's divorce decree and placed her in the divorce clinic. Ms. Calderon was granted a divorce.

Maria Alma Julieta Bueno

56. Plaintiff Maria Alma Julieta Bueno ("Ms. Bueno") learned of Defendant from an advertisement and thought it employed attorneys because she reasonably believed only attorneys could help her with a divorce. In or around February 2008, when she went into Defendant's office, they told her they were not attorneys, but promised they could help her get divorced. From Defendant's representations, Ms. Bueno understood all she had to do was pay \$399 to Defendants, file the papers with the court, and answer a few questions from the judge.

57. Ms. Bueno then paid Defendant \$399 to assist her with the divorce process and to prepare pleadings that would allow her to get divorced.

58. During the document preparation process, Ms. Bueno presented her specific factual circumstances to Defendant and asked what she should do. Defendant told Ms. Bueno what the judge would ask and advised her how to answer questions concerning custody, her name change, and her husband's visitation rights. Ms. Bueno told Defendant she wanted her young children to have supervised visitation with her husband because of his aggressiveness.

59. Defendant also failed to advise Ms. Bueno of her legal rights during the divorce process. Ms. Bueno resided in a trailer on a half-acre that was purchased during her marriage. Defendant did not explain the significance of separate and community property to Ms. Bueno, and as a result she was not aware that she should have sought the assistance of an attorney to obtain information about her rights in the land. Although she wanted the trailer and land, she was unaware of any steps that would have been necessary to retain this land.

60. Defendant told Ms. Bueno to file her petition and return with a copy. She also filed an affidavit of inability to pay, which covers the cost of service. Ms. Bueno returned to Defendant with a copy of her petition and he told her that each service attempt by the sheriff would cost an additional fee. Because of this misrepresentation, Ms. Bueno did not continue with the divorce process because she did not have funds to proceed.

61. Because of her lengthy dealings with Defendant, Ms. Mendez has suffered a great deal of stress and emotional turmoil. Ms. Bueno was referred by the court to Texas RioGrande Legal Aid, who is currently providing her with legal services.

Barbara Jean Flores

62. Plaintiff Barbara Jean Flores (“Ms. Flores”) learned of Defendant from a family member who had read in an advertisement that Defendant assisted with divorces. In or around February 2007, when Ms. Flores first went to Defendant’s offices, there was a sign for We the People.

63. Defendant told Ms. Flores that all she had to do was pay \$399 and Defendant would prepare the documents, file them, and serve her husband. Defendant told Ms. Flores they could help her as long as her divorce was uncontested without explaining what this term signified. Ms. Flores then paid Defendant \$399 to assist her with the divorce process and to prepare pleadings that would allow her to get divorced.

64. During the document preparation process, Ms. Flores presented her specific factual circumstances to Defendant and asked what she should do. Ms. Flores told Defendant that she wanted shared custody of her daughter and child support payments from her husband to remain the same. Instead, Defendant prepared a petition requesting sole managing conservatorship and increased child support. In response, her husband immediately hired an attorney to fight what he thought were Ms. Flores’ demands.

65. Ms. Flores did not understand that Defendant had not been representing her and would take no further action to assist her. After not hearing from the Defendant for several months, Ms. Flores called and was told by Defendant that because her husband was fighting the divorce, the Defendant could no longer help her. Defendant did not refund her money.

66. In or around May 2008, she went back to the same store – which now had a sign reading Documents and More – and asked the same employees for her file, which they gave her.

67. Because of her lengthy dealings with Defendant, Ms. Mendez has suffered a great deal of stress and emotional turmoil. Ms. Bueno finally obtained a divorce in July 2008. The judge signed the divorce decree prepared by the Respondent's attorney.

COUNT 1 – BREACH OF ORAL CONTRACT

68. Plaintiffs incorporate by reference paragraphs 1 – 67 into this cause of action.

69. Each of the Plaintiffs and the Defendant entered into a valid and enforceable oral contract that was performable within one year. In each contract, the parties agreed the Defendant would provide Plaintiffs with assistance and valid legal documents calculated to divorce each Plaintiff from her spouse in exchange for payments of certain sums of money.

70. Plaintiffs fully performed their contractual obligations under the contracts.

71. The Defendant breached these contracts by failing to provide the Plaintiffs with assistance and valid documents that were true, accurate, and effective.

72. The Defendant's breach caused injuries to the Plaintiffs, which resulted in damages including, but not limited to, monetary loss.

73. Plaintiffs seek actual damages within the jurisdictional limits of this court.

COUNT 2 – COMMON LAW FRAUD

74. Plaintiffs incorporate by reference paragraphs 1 – 67 into this cause of action.

75. The Defendant made fraudulent representations directly to the Plaintiffs that it sold valid legal documents sufficient to accomplish a divorce, and provided false information regarding what the contents of the documents could or should be.

76. Defendant made false statements of fact and false statements of opinion, knowing Plaintiffs would justifiably rely upon such statements because of Defendant's proclaimed special knowledge, and engaged in conduct that amounted to a false representation to Plaintiffs.

77. Defendant's representations were material since Plaintiffs would not have paid the requested sums of money to Defendant if they had not believed that it could help them to prepare documents that could be filed and acceptable to the court.

78. Defendant's representations were either false statements of fact or made recklessly without knowledge of their truth since Defendant was aware that its documents had previously proven to be legally insufficient for acceptance by the court.

79. The fraudulent representations were made with the intent of inducing Plaintiffs to pay Defendant certain sums of money.

80. Plaintiffs, in reliance on the express representations of Defendant, paid Defendant certain sums of money, believing that the Defendant would provide legally accurate and effective documents.

81. The representations caused Plaintiffs injury, including, but not limited to monetary loss.

82. Plaintiffs seek actual damages within the jurisdictional limits of this court.

83. Exemplary Damages. Each Plaintiff's injury resulted from Defendant's actual fraud or malice, which entitles the Plaintiffs to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

COUNT 3 – NEGLIGENCE

84. Plaintiffs incorporate by reference paragraphs 1 – 67 into this cause of action. [Specifically, those paragraphs stating that Defendants gave legal advice, selected the legal forms that would be utilized, and engaged in any action that constitutes the practice of law.]

85. The Defendant owed each of the Plaintiffs a duty to perform the contract with care, skill, reasonable expedience and faithfulness.

86. The Defendant breached this duty by undertaking to prepare legal documents for each of the Plaintiffs without taking reasonable steps to ascertain whether each of the Plaintiffs was an appropriate candidate for its services.

87. The breach proximately caused the plaintiffs' injury, which consists of both non-economic losses and economic losses beyond those which are the subject matter of the contract.

88. Each plaintiff seeks actual damages within the jurisdictional limits of this court.

89. Exemplary Damages. Each Plaintiff's injury results from Defendant's gross negligence, malice, or actual fraud, which entitles each Plaintiff to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

COUNT 4 - FRAUD BY NON-DISCLOSURE

90. The Plaintiffs incorporate by reference paragraphs 1 – 67 into this cause of action.

91. The Defendant failed to disclose to the Plaintiffs that the documents for which they were paying might not be effective to obtain a divorce.

92. The Defendant had a duty to disclose to the Plaintiffs that the documents might not be effective to obtain a divorce because the Defendant made a partial disclosure that it had experience with divorce cases but failed to disclose that in its experience, some of the documents it produced had failed to result in divorces for some of its prior customers.

93. This created a substantially false impression, and Plaintiffs did not have an equal opportunity to discover the true facts.

94. Defendant deliberately remained silent and did not disclose the information to Plaintiffs.

95. The facts that Defendant failed to disclose were material to the Plaintiffs' decisions to pay for document preparation services, since they would not have paid if they had been aware of the possibility of the documents being rejected by the court.

96. By failing to disclose the facts, the Defendant intended to induce the Plaintiffs to pay the Defendant certain sums of money.

97. The Plaintiffs relied on the Defendant's nondisclosure, paying the Defendant certain sums of money and believing that the Defendant could assist them with their legal issues.

98. By deliberately remaining silent, Defendant directly and proximately caused injury to the Plaintiffs. The Plaintiffs were injured as a result of acting without the knowledge of the undisclosed facts, including, but not limited to monetary loss.

99. Exemplary Damages. Each Plaintiff's injury results from Defendant's gross negligence, malice, or actual fraud, which entitles each Plaintiff to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

COUNT 5 – NEGLIGENT MISREPRESENTATION

100. In the alternative to the other counts, Plaintiffs assert negligent misrepresentation.

101. Plaintiffs incorporate by reference paragraphs 1 – 67 into this cause of action.

102. The Defendant, in the course of its business and in a transaction in which it had a pecuniary interest, provided information to the Plaintiffs related to their legal rights and the actions they should take during their divorce proceedings.

103. The Defendant made the representation for the guidance of others.

104. The Defendant's representation was a misstatement of fact.

105. The Defendant did not exercise reasonable care or competence in communicating information to the Plaintiffs related to their legal rights and the actions they should take during their divorce proceedings.

106. The Plaintiffs justifiably relied on the information, expecting to be divorced at the end of the process.

107. The Defendant's misrepresentations proximately caused injury to the Plaintiffs. , which resulted in the following damages:

108. Plaintiffs seek actual damages within the jurisdictional limits of this court.

109. Exemplary Damages. Each Plaintiff's injury resulted from defendant's gross negligence, malice, or actual fraud, which entitles plaintiff to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

COUNT 6 – DECEPTIVE TRADE PRACTICES ACT

110. If this matter has not settled within 60 days, Plaintiffs will assert this additional cause of action alleging that Defendant intentionally engaged in false, misleading and deceptive acts and practices, declared unlawful under Tex. Bus. & Com. Code § 17.46(b).

111. Plaintiffs have attached to this lawsuit written notice as required by Tex. Bus. & Com. Code §17.505(a). *See* Exhibits A, 1-7.

PRAYER

WHEREFORE, Plaintiffs pray that Defendant be cited according to law to appear and answer herein and that after due notice to Defendant and on final trial of this cause, Plaintiffs be awarded the following relief:

- 1) Actual damages and related costs, exemplary damages, and pain and suffering within the jurisdictional limits of the court;
- 2) Pre-judgment and Post-judgment interest as provided by law;
- 3) Court costs; and
- 4) Such other relief, both at law and in equity, both general and special, to which the Plaintiffs may be justly and legally entitled.

Respectfully submitted,

TEXAS RIO GRANDE LEGAL AID, INC.

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